

EXHIBIT 1

CURRICULUM VITAE

Kenneth L. Wilson, Boulder Telecommunications Consultants, LLC., 970 11th Street,
Boulder, CO 80302. (303) 442-1296. email: ken.wilson@bouldertel.com

Current Position

1998-Present Senior Consultant, Boulder Telecommunications Consultants, LLC.

Past Positions

1995-1998 AT&T Technical Negotiations Director, Local Service Organization
Western Region – Technical leader of negotiations and witnessing team
responsible for all aspects of AT&T's contracts in 14 states with US WEST.
Led technical planning for local infrastructure and Operations Support Systems
"OSS" interfaces.

1994-1995 AT&T Bell Labs local infrastructure development and business analysis –
technical lead for team evaluating local infrastructure alternatives and OSS.

1992-1994 Bell Labs Technical Director Network Deployment and Asset
Management – key team leader on AT&T project to optimize network
infrastructure by changing engineering rules and OSS processes.

1988-1992 Bell Labs MTS Supervisor responsible for network design and OSS
performance of the FTS2000 network. Network performance planning for new
business customer features. Competitive testing and analysis of multiple
vendor networks.

1984-1987 Bell Labs MTS and MTS Supervisor, Cellular Telephone Development.
Responsible for systems requirements and systems testing of new cellular
telephones.

1980-1984 Bell Labs MTS responsible for 4ESS feature and architecture planning.

1977-1980 Software, hardware and manufacturing engineering in two small
companies.

1972-1977 Teaching Assistant, University of Illinois Department of Electrical
Engineering.

Education

ABD for Ph.D. in Electrical Engineering, University of Illinois, 1976

MS in Electrical Engineering, University of Illinois, 1974

BS in Electrical Engineering, Oklahoma State University, 1972

A. WRITTEN TESTIMONY, AFFIDAVITS AND REPORTS

Date	State	Docket	Filed By	Description
2/11/1998	IA	AIA-96-1	AT&T	Direct Testimony - Arbitration Remand - USWC
2/12/1998	OR	UT138	AT&T	Reply Testimony UM351 Compliance Tariffs - USWC
2/12/1998	OR	UT139	AT&T	Reply Testimony UM351 Compliance Tariffs - GTE
3/9/1998	IA	AIA-96-1	AT&T	Direct Answer Testimony - Arbitration Remand - USWC
3/13/1998	NM	96-411-TC	AT&T	Direct Testimony - Arbitration AT&T/USWC
3/23/1998	IA	AIA-96-1	AT&T	Rebuttal Testimony - Arbitration Remand - USWC
4/8/1998	CO	96S-331T	AT&T	Testimony - Arbitration - Cost Issues - USWC
5/26/1998	AZ	T-0000A-97-238	AT&T	Reply Testimony - Sect. 271 Telecom Act
6/16/1998	MT	D97.5.87	AT&T	Direct & Rebuttal Testimony - Sect. 271 Telecom Act
7/27/98	NM	97-106-TC	AT&T	Direct & Rebuttal Testimony - Interconnection - Sect. 271
7/27/1998	NM	97-106-TC	AT&T	Direct & Rebuttal Testimony - Signaling - Sect. 271
8/7/1998	NE	C-1830	AT&T	Direct & Rebuttal Testimony - Signaling - Sect. 271
8/7/1998	NE	C-1830	AT&T	Direct & Rebuttal Testimony - Interconnection - Sect. 271
9/8/1998	NM	97-106-TC	AT&T	Reply Testimony - Sect. 271 Telecom Act
9/8/1998	NM	97-106-TC	AT&T	Reply Testimony (prop version) - Sect. 271 Telecom Act
11/6/1998	MT	D97.5.87	AT&T	Supplemental Rebuttal Testimony - Sect. 271 Telecom Act
11/13/1998	WA	UT-960369 et al.	AT&T	Sup. Responsive Testimony Arbitration Cost Case
12/1/1998	WA	C97-1073Z	ELI	Expert Opinion - ELI complaint against US WEST for violation of the Sherman Act
2/1/99	WA	C97-1073Z	ELI	Expert Report - ELI complaint against US WEST for violation of the Sherman Act
10/22/99	CA	CA97-2015	CalTech	Expert Report - CalTech complaint against Pacific Tel for violation of the Sherman Act
12/99	CA	CA97-2015	CalTech	Supplement to Expert Report - CalTech complaint against Pacific Tel for violation of the Sherman Act
12/17/99	WA	UT-991292	AT&T	Direct and Rebuttal - Access complaint against US WEST
1/00	CA	CA97-2015	CalTech	Declaration - CalTech complaint against Pacific Tel for violation of the Sherman Act

1/00	AZ	USW application for Section 271 relief	AT&T	Comments on 271 Checklist items 3, 7, 8, 9, 10, 12, and 13
4/00	CO	USW application for Section 271 relief	AT&T	Comments on 271 Checklist items 3, 7, 8, 9, 10, 12, and 13
5/00	WA	USW application for Section 271 relief	AT&T	Testimony on 271 Checklist Items 3, 7, 8, 9, 10, 12, and 13
6/00	CO	Section 271 PUC Workshop,	AT&T	Affidavit on checklist items 3, 7, 8, 9, 10, 12, and 13
7/00	WA	Section 271 PUC Workshop,	AT&T	Affidavit on checklist items 3, 7, 8, 9, 10, 12, and 13
7/00	VA	Circuit Court, Fairfax County, Chancery # 166950	Hogan Hartson	Initial Expert Report in Trade Secret Case involving High Speed Access and Internet.
7/00	VA	Circuit Court, Fairfax County, Chancery # 166950	Hogan Hartson	Final Expert Report in Trade Secret Case involving High Speed Access and Internet. This report was not filed but was produced in discovery
8/00	CO	Section 271 PUC Workshop, checklist	AT&T	Affidavit on checklist items 1, 14
8/00	AZ	Section 271 PUC Workshop,	AT&T	Affidavit on checklist items 1, 14
9/00	AZ	Section 271 PUC Workshop,	AT&T	Affidavit on checklist items 1, 14
9/00	CO	Section 271 PUC Workshop, checklist items 1, 14 (follow-up)	AT&T	Affidavit on checklist items 1, 14
10/00	UT, IA, etc.	Section 271 PUC Workshop,	AT&T	Affidavit on checklist items 1, 11, 14
10/00	AZ	Section 271 PUC Workshop,	AT&T	Affidavit on checklist items 2, 5, 6
10/00	OR	Section 271 PUC Workshop,	AT&T	Affidavit on checklist items 1, 11, 14
11/00	CO	Section 271 PUC Workshop,	AT&T	Affidavit on emerging services checklist items (dark fiber, DSL, subloop unbundling)
11/00	WA	Section 271 PUC Workshop,	AT&T	Affidavit on checklist items 1, 11, 14
11/00	AZ	Section 271 PUC Workshop	AT&T	Affidavit on Unbundled loops and Number Portability
12/00	CO	Section 271 PUC Workshop	AT&T	Affidavit on Packet Switching, Line Sharing, DSL, Dark Fiber and SubLoop Unbundling

12/00	WA	Antitrust Case against US WEST	Metronet	Plaintiffs Report on Telecommunications issues
01/01	CO	Section 271 PUC Workshop	AT&T	Affidavit on Unbundled Switching, Unbundled Transport, Combinations, UNE-P and general UNE issues
02/01	UT, IA, etc.	Section 271 PUC Workshop	AT&T	Affidavit on Unbundled Switching, Unbundled Transport, Combinations, UNE-P and general UNE issues
02/01	WA	Section 271 PUC Workshop	AT&T	Affidavit on Unbundled Switching, Unbundled Transport, Combinations, UNE-P and general UNE issues
03/01	OR	Section 271 PUC Workshop	AT&T	Affidavit on Unbundled Switching, Unbundled Transport, Combinations, UNE-P and general UNE issues
03/01	WA	Antitrust Case against US WEST	Metronet	Declaration in Support of Opposition to US WEST Motion for Summary Judgement
03/01	UT, IA, etc.	Section 271 PUC Workshop	AT&T	Comments on Unbundled Loops, Line Splitting and Network Interface Devices
03/01	CO	Section 271 PUC Workshop	AT&T	Comments on Unbundled Loops, Line Splitting and Network Interface Devices
03/01	AZ	Section 271 PUC Workshop	AT&T	Comments on Unbundled Loops, Line Splitting and Network Interface Devices
04/01	DC	Class Action, DC Superior Court, 01CA000405	Cohen, Milstein	Affidavit for Plaintiff on technical issues in DSL case against Verizon, in response to motion to dismiss.
05/01	WA	Section 271 PUC Workshop	AT&T	Comments on Unbundled Loops, Emerging Services, Subloop Unbundling
05/01	OR	Section 271 PUC Workshop	AT&T	Comments on Unbundled Loops, Emerging Services, Subloop Unbundling
05/01	GA	Section 271 PUC Hearing	AT&T	Affidavit on Interconnection Trunking and Local Number Portability
05/01	LA	Section 271 PUC Hearing	AT&T	Affidavit on Interconnection Trunking and Local Number Portability
06/01	KY	Section 271 PUC Hearing	AT&T	Affidavit on Interconnection Trunking and Local Number Portability
07/01	AL	Section 271 PUC Hearing	AT&T	Testimony on Interconnection Trunking and Local Number Portability
08/01	CO	Civil Action 01-S-0025	City of Louisville	Defendant's Report on Technical Issues. Involving placement of Microwave Towers
10/01	AZ	Affidavit in Docket T-00000A-97-0238	AT&T	Affidavit regarding the redesignation of Interoffice Facilities (IOF) as loop facilities
12/01	AZ	Section 271 PUC Workshop	AT&T	Comments on Qwest's Stand Alone Test Environment OSS interface simulator
01/02	MN	Section 271 PUC Hearing	AT&T	Affidavit on Non-OSS Checklist items. Docket MPUC P-421/CI-01-0370

01/02	AZ	Section 271 PUC	AT&T	Comments on SATE Summary Evaluation Report Version 3. Docket T-00000A-97-0238
01/02	OR	UM 1038	AT&T and Worldcom	Testimony regarding Commission policy of posting quality reports to its website
02/02	MN	Section 271 PUC Hearing	AT&T	Surrebuttal Affidavit on Non-OSS Checklist items. Docket MPUC P-421/CI-01-0370
02/02	AZ	Section 271 PUC	AT&T	Affidavit Supporting Motion to Reopen Checklist Item 7. Docket T-00000A-97-0238
03/02	AZ	Section 271 PCU	AT&T	Second Affidavit Supporting Motion to Reopen Checklist Item 7. Docket T-00000A-97-0238
03/02	SD	Section 271	AT&T	Affidavit on Checklist Item 4 – Unbundled Loops and Checklist Item 11 LNP. Docket TC 01-165
03/02	SD	Section 271	AT&T	Affidavit on Checklist Item 3 – Rights-of-Way and Checklist item 7 911/E911. Docket TC 01-165
03/02	SD	Section 271	AT&T	Affidavit on Checklist Item 13 – Reciprocal Compensation. Docket TC 01-165
03/02	SD	Section 271	AT&T	Affidavit on Checklist Item 1 and 14 – Interconnection, Collocation and Resale. Docket TC 01-165
03/02	SD	Section 271	AT&T	Affidavit on Issues Regarding Emerging Services. Docket TC 01-165
04/02	WY	Section 271	Contact Communications	Testimony on Issues Regarding Interconnection, Collocation, Loops, Subloops and Emerging services
04/02	OR	UM 1038	AT&T and Worldcom	Rebuttal testimony regarding Commission policy of posting quality reports to its website
06/02	MN	Section 271 PUC Hearing	AT&T	Affidavit on Loops and Number Portability. Docket MPUC P-421/CI-01-0370
06/02	MN	Section 271 PUC Hearing	AT&T	Affidavit on Interconnection, collocation and resale. Docket MPUC P-421/CI-01-0370
06/02	MN	Section 271 PUC Hearing	AT&T	Affidavit on Reciprocal compensation. Docket MPUC P-421/CI-01-0370
06/02	MN	Section 271 PUC Hearing	AT&T	Affidavit on UNEs, Switching and Transport. Docket MPUC P-421/CI-01-0370
06/02	MN	Section 271 PUC Hearing	AT&T	Affidavit on Emerging Services. Docket MPUC P-421/CI-01-0370
07/02	FCC	Qwest 271 Filing	AT&T	Declaration on Checklist items in Qwest I filing for CO, ID, IA, NE and ND
08/02	FCC	Qwest 271 Filing	AT&T	Declaration on Checklist Items in Qwest II filing for MT, UT, WA, WY
08/02	MN	Section 271 PUC Hearing	AT&T	Surrebuttal Affidavit on Loops and Number Portability. Docket MPUC P-421/CI-01-0370

08/02	MN	Section 271 PUC Hearing	AT&T	Surrebuttal Affidavit on Interconnection, collocation and resale. Docket MPUC P-421/CI-01-0370
08/02	MN	Section 271 PUC Hearing	AT&T	Surrebuttal Affidavit on Reciprocal compensation. Docket MPUC P-421/CI-01-0370
08/02	MN	Section 271 PUC Hearing	AT&T	Surrebuttal Affidavit on UNEs, Switching and Transport. Docket MPUC P-421/CI-01-0370
08/02	MN	Section 271 PUC Hearing	AT&T	Surrebuttal Affidavit on Emerging Services. Docket MPUC P-421/CI-01-0370

B. LIVE TESTIMONY AND DEPOSITIONS

Date	State	Case
2/97	Arizona	Arbitration Hearings between AT&T and U S WEST, representing AT&T.
6/97-12/97	Arizona	Arbitration Hearings between AT&T and U S WEST, representing AT&T. Total of approximately 15 days.
10/17/97	Iowa	Second Motion to compel U S WEST to perform under AT&T Interconnection Agreement, representing AT&T.
4/98	Colorado	96S-331T U S WEST Arbitration Cost Case, representing AT&T.
3/98	NM	96-441-TC U S WEST Arbitration Hearing, representing AT&T.
2/98	OR	UM 351 U S WEST Compliance Tariffs, representing AT&T
3/98	IA	Arbitration Remand between AT&T and U S WEST, representing AT&T.
11/98	WA	UT 960369 U S WEST Arbitration cost case, representing AT&T.
12/98	WA	Deposition – ELI Complaint under the Sherman Act against U S WEST
2/99	WA	Hearing – ELI Complaint under the Sherman Act against U S WEST
12/99	CA	Deposition – CalTech Complaint under the Sherman Act against Pacific Bell
12/99	CO	Hearing – AT&T Complaint against U S WEST for Access Service Quality
1/00	MN	Deposition – AT&T Complaint against U S WEST for Access Service Quality in Minnesota
2/00	WA	Hearing – AT&T Complaint against U S WEST for Access Service Quality
1/00	AZ	Section 271 Workshop, representing AT&T on checklist items 3, 7, 8, 9, 10, 12, and 13

2/00	MN	Hearing – AT&T Complaint against U S WEST for Access Service Quality
3/00	AZ	Section 271 PUC Workshop, representing AT&T on checklist items 3, 7, 8, 9, 10, 12, and 13
6/00	CO	Section 271 PUC Workshop, representing AT&T on checklist items 3, 7, 8, 9, 10, 12, and 13
6/00	WA	Section 271 PUC Workshop, representing AT&T on checklist items 3, 7, 8, 9, 10, 12, and 13
6/00	CO	Section 271 PUC Workshop, representing AT&T on checklist items 3, 7, 8, 9, 10, 12, and 13 (follow-up)
7/00	WA	Section 271 PUC Workshop, representing AT&T on checklist items 3, 7, 8, 9, 10, 12, and 13 (follow-up)
8/00	CO	Section 271 PUC Workshop, representing AT&T on checklist items 1, 14
8/00	AZ	Section 271 PUC Workshop, representing AT&T on checklist items 1, 14
9/00	AZ	Section 271 PUC Workshop, representing AT&T on checklist items 1, 14 (follow-up)
9/00	CO	Section 271 PUC Workshop, representing AT&T on checklist items 1, 14 (follow-up)
10/00	UT, IA, etc.	Section 271 PUC Workshop, representing AT&T on checklist items 1, 11, 14 (6 State consolidated proceeding)
10/00	AZ	Section 271 PUC Workshop, representing AT&T on checklist items 2, 5, 6
10/00	OR	Section 271 PUC Workshop, representing AT&T on checklist items 1, 11, 14
11/00	CO	Section 271 PUC Workshop, representing AT&T on emerging services checklist items (dark fiber, DSL, subloop unbundling)
11/00	WA	Section 271 PUC Workshop, representing AT&T on checklist items 1, 11, 14
11/00	CA	Antitrust trial CalTech vs. Pacific Bell in Federal Court.
11/00	WA	Section 271 PUC Workshop, representing AT&T on checklist items 1, 11, 14 -
12/00	CO	Section 271 PUC Workshop, representing AT&T on checklist items for Dark Fiber, DSL, Packet Switching and Subloop Unbundling
12/00	UT, IA, etc.	Section 271 PUC Workshop, representing AT&T on checklist items for Interconnection and Collocation (7 State consolidated proceeding)
01/01	WA	Section 271 PUC Workshop, representing AT&T on checklist items for Interconnection and Collocation
01/01	UT, IA, etc.	Section 271 PUC Workshop, representing AT&T on checklist items for Collocation, Dark Fiber, DSL, Packet Switching (7 State consolidated proceeding)
01/01	CO	Section 271 PUC Workshop, representing AT&T on

		checklist items for Interconnection and Collocation
01/01	AZ	Section 271 PUC Workshop, representing AT&T on checklist items for Dark Fiber, DSL, Packet Switching and Subloop Unbundling
02/01	OR	Section 271 PUC Workshop, representing AT&T on checklist items for Interconnection and Collocation
02/01	AZ	Section 271 PUC Workshop, representing AT&T on checklist items for Interconnection and Collocation
02/01	CO	Section 271 PUC Workshop, representing AT&T on checklist items for Unbundled Platform, UNE Switching, Transport and Combinations
02/01	UT, IA, etc.	Section 271 PUC Workshop, representing AT&T on checklist items for DSL, Packet Switching and Subloop elements (7 State consolidated proceeding)
03/01	AZ	Section 271 PUC Workshop, representing AT&T on checklist items for UNE Loops, Line Splitting and Number Portability
03/01	WA	Section 271 PUC Workshop, representing AT&T on checklist items for Unbundled Platform, UNE Switching, Transport and Combinations
03/01	CO	Section 271 PUC Workshop, representing AT&T on checklist items for Unbundled Platform, UNE Switching, Transport and Combinations
03/01	UT, IA, etc.	Section 271 PUC Workshop, representing AT&T on checklist items for Unbundled Platform, UNE Switching, Transport and Combinations (7 State consolidated proceeding)
04/01	AZ	Section 271 PUC Workshop, representing AT&T on checklist items for Unbundled Platform, UNE Switching, Transport and Combinations
04/01	CO	Section 271 PUC Workshop, representing AT&T on checklist items for Loops, Number Portability and Line Splitting.
04/01	WA	Section 271 PUC Workshop, representing AT&T on checklist items for Unbundled Platform, UNE Switching, Transport and Combinations
04/01	UT, IA, etc.	Section 271 PUC Workshop, representing AT&T on checklist items for Loops and Line Splitting. (7 State consolidated proceeding)
05/01	OR	Section 271 PUC Workshop, representing AT&T on checklist items for Unbundled Platform, UNE Switching, Transport and Combinations
05/01	AZ	Section 271 PUC Workshop, representing AT&T on checklist items for Loops, Number Portability and Line Splitting.
05/01	CO	Section 271 PUC Workshop, representing AT&T on

		checklist items for Loops, Number Portability and Line Splitting.
06/01	AL	Section 271 Hearing, representing AT&T on checklist items for Interconnection Trunks and Number Portability
07/01	WA	Section 271 PUC Workshop, representing AT&T on checklist items for Loops, DSL, Subloop and Line Splitting.
07/01	OR	Section 271 PUC Workshop, representing AT&T on checklist items for Loops, DSL, Subloop and Line Splitting.
07/01	WA	Section 271 PUC Workshop, representing AT&T on checklist items for Loops, DSL, Subloop and Line Splitting.
12/01	AZ	Section 271 PUC Workshop, representing AT&T in the evaluation of Qwest's OSS test environment.
01/02	AZ	Section 271 PUC Workshop, representing AT&T in the evaluation of Qwest's OSS test environment.
03/02	MN	Section 271 Hearing on Non-OSS Checklist items, representing AT&T in the evaluation of Qwest's compliance
04/02	AZ	Section 271 PUC Workshop, representing AT&T in the evaluation of Qwest's OSS test environment
05/02	WY	Section 271 PUC Hearing, representing Contact Communications on various interconnection issues
06/02	CO, IA, ID, NE, ND	Ex Parte presentation to DOJ regarding Qwest compliance with 271 checklist items, OSS, and performance
06/02	CO, IA, ID, NE, ND	Ex Parte presentation to FCC regarding Qwest compliance with 271 checklist items, OSS, and performance
07/02	MT, UT, WA, WY	Ex Parte presentation to DOJ regarding Qwest compliance with 271 checklist items, OSS, and performance
07/02	MT, UT, WA, WY	Ex Parte presentation to FCC regarding Qwest compliance with 271 checklist items, OSS, and performance

EXHIBIT 2

April 2, 2001



Laurie Kornetfel
Senior Attorney
Qwest Corporation
1801 California Street, Suite 5100
Denver, CO 80202

Re: Confidential Second Amendment to Confidential/Trade Secret Stipulation

Dear Ms. Kornetfel:
[Trade Secret Data Begins]

Enclosed is a copy of the Second Amendment to the Confidential/Trade Secret Stipulation between ATI and U S WEST, now known as Eschelon Telecom, Inc. and Qwest Corporation, respectively. The Stipulation was signed by Audrey McKenney on behalf of Qwest and dated March 19, 2001, and was signed and dated by Richard A. Smith on behalf of Eschelon on March 21, 2001. The enclosed copy bears the original signature of Mr. Smith, together with a copy of the signature page received by facsimile and signed by Mr. Smith on March 20, 2001.

Please note that the text of the Stipulation ends on page 5 with the notation "[remainder of page intentionally left blank]" and page 6 is missing, leaving the signature page numbered as page 7. We assume the missing page 6 was a result of document formatting and does not affect the actual terms of the stipulation.

If you have any questions concerning the Stipulation, please contact me.
[Trade Secret Data Ends]

Sincerely,

J. Jeffery Oxley
Vice President and General Counsel
Eschelon Telecom, Inc.
(612) 436-6692

Enclosure

cc: Audrey McKenney, Senior Vice President - Wholesale Markets, Qwest
Richard A. Smith, President and COO, Eschelon
Robert Pickens, Executive Vice President, Eschelon

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CONTAINS TRADE SECRET DATA

730 Second Avenue South • Suite 1200 • Minneapolis, MN 55402 • Voice (612) 376-4400 • Facsimile (612) 376-4411

voice data internet

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CONFIDENTIAL SECOND AMENDMENT TO
CONFIDENTIAL/TRADE SECRET STIPULATION

[Trade Secret Data Begins]

This Second Amendment to the Confidential/Trade Secret Stipulation between ATI and U S WEST ("Agreement"), is hereby entered into by Qwest Corporation ("Qwest"), formerly known as US West Communications, Inc., and Eschelon Telecom, Inc. ("Eschelon"), formerly known as Advanced Telecommunications, Inc. d/b/a Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc., and Intellicom, Inc. (hereinafter referred to as the "Parties" when referred to jointly) on this 19 day of March, 2001. This Confidential Amendment adds to and amends the terms of the Agreement between ATI and U S WEST dated February 28, 2000 and amended on November 15, 2000.

ADDITIONAL RECITALS

1. Whereas, a dispute exists between the Parties as to reciprocal compensation obligations for usage between March 1, 2000 and September 30, 2000.
2. Whereas, disputes between the Parties have arisen regarding the following: billing, migration from resale to platform, pricing, and reciprocal compensation.
3. Whereas, in resolution of the Parties' identified disputes, and to avoid delay and costly litigation, the Parties voluntarily enter into this Confidential Agreement to resolve these disputes.

CONFIDENTIAL AGREEMENT

1. The Parties enter into this Confidential Agreement in consideration for the terms described herein. Qwest agrees to pay Eschelon \$1,176,000.00 by no later than March 12, 2001. In consideration for said payment, Eschelon agrees to timely pay Qwest amounts due for the period prior to March 1, 2001 and agrees to release any claims that it can or could have brought against Qwest relating to the following: (a) reciprocal compensation for usage between March 1, 2000 and September 30, 2000; (b) for all periods prior to March 1, 2001, true-ups pursuant to decisions of the Minnesota Public Utilities Commission in Minnesota docket number P-442, 5321, 3167

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466, 421/CI-96-1540, including for collocation and unbundled network elements (and including charges made by Qwest for the Expanded Interconnection Channel Termination, or "EICT," during this period only); (c) for all periods prior to March 1, 2001, true-ups for any resale wholesale discounts that have or may be ordered by the Minnesota Public Utilities Commission or other regulatory or judicial body in, or related to, Minnesota docket number P-999-CI-99-776; (d) the revenue Qwest billed to IXCs at Qwest's established switched access rates for Eschelon platform end users for usage for the period between October 1 through October 31, 2000; and (e) platform billing for all periods prior to March 1, 2001. In consideration for Eschelon's release of such claims, Qwest agrees to timely pay Eschelon amounts due for the period prior to March 1, 2001 and agrees to release any claims that it can or could have brought against Eschelon relating to these same issues.

2. For valuable consideration mentioned above, the receipt and sufficiency of which are hereby acknowledged, Eschelon does hereby release and forever discharge Qwest and its associates, owners, stockholders, predecessors, successors, agents, directors, officers, partners, employees, representatives, employees of affiliates, employees of parents, employees of subsidiaries, affiliates, parents, subsidiaries, insurance carriers, bonding companies and attorneys, from any and all manner of action or actions, causes or causes of action, in law, under statute, or in equity, suits, appeals, petitions, debts, liens, contracts, agreements, promises, liability, claims, affirmative defenses, offsets, demands, damages, losses, costs, claims for restitution, and expenses, of any nature whatsoever, fixed or contingent, known or unknown, past and present asserted or that could have been asserted or could be asserted in any way relating to or arising out of the billing disputes/matters addressed herein.

3. For valuable consideration mentioned above, the receipt and sufficiency of which are hereby acknowledged, Qwest does hereby release and forever discharge Eschelon and its associates, owners, stockholders, predecessors, successors, agents, directors, officers, partners, employees, representatives, employees of affiliates, employees of parents, employees of subsidiaries, affiliates, parents, subsidiaries,

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insurance carriers, bonding companies and attorneys, from any and all manner of action or actions, causes or causes of action, in law, under statute, or in equity, suits, appeals, petitions, debts, liens, contracts, agreements, promises, liability, claims, affirmative defenses, offsets, demands, damages, losses, costs, claims for restitution, and expenses, of any nature whatsoever, fixed or contingent, known or unknown, past and present asserted or that could have been asserted or could be asserted in any way relating to or arising out of the billing disputes/matters addressed herein.

4. For amounts reflected in invoices generated by Qwest to Eschelon and Eschelon to Qwest for usage for the period between October 1, 2000 and February 28, 2001, no payments are due to either Party from the other for Reciprocal Compensation (including amounts that either party may reasonably characterize as "transit" traffic).

5. This Confidential Agreement does not address or release any claims or payments described in Paragraph 3 of the Confidential Amendment to Confidential/Trade Secret Stipulation entered into by the Parties on November 15, 2000.

6. It is the goal of Qwest and Eschelon to administer their agreements with ease and, when possible, without necessity of settlement negotiations. To further this goal, Qwest and Eschelon agree that they will discuss an agreement, on a region-wide basis, relating to the methodology to be used by the Parties to determine amounts due and owing under the Agreements signed by the Parties on November 15, 2000. This issue will be addressed in the Implementation Plan to be developed by the parties pursuant to the Escalation procedures agreement entered into by the Parties on November 15, 2000.

7. The terms and conditions contained in this Confidential Agreement shall inure to the benefit of, and be binding upon, the respective successors, affiliates and assigns of the Parties.

8. Eschelon hereby covenants and warrants that it has not assigned or transferred to any person any claim, or portion of any claim which is released or discharged by this Confidential Agreement. Qwest hereby covenants and warrants that it has not assigned or transferred to any person any claim, or portion of any claim which

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is released or discharged by this Confidential Agreement.

9. The Parties agree that they will keep the substance of this Confidential Agreement strictly confidential. The Parties further agree that they will not communicate (orally or in writing) or in any way disclose the substance of the negotiations and/or conditions of this settlement and the terms or substance of this Confidential Agreement to any person, judicial or administrative agency or body, business, entity or association or anyone else for any reason whatsoever, without the prior express written consent of the other Party, unless compelled to do so by law or unless Eschelon pursues an initial public offering, and then only to the extent that disclosure by Eschelon is necessary to comply with the requirements of the Securities Act of 1933 or the Securities Exchange Act of 1934. In the event Eschelon pursues an initial public offering, it will: (1) first notify Qwest of any obligation to disclose some or all of this Confidential Agreement; (2) provide Qwest with an opportunity to review and comment on Eschelon's proposed disclosure of some or all of this Confidential Agreement; and (3) apply for confidential treatment of the Confidential Agreement. It is expressly agreed that this confidentiality provision is an essential element of this Confidential Agreement, and negotiations related to these matters shall be subject to Rule 408 of the Rules of Evidence, at the federal and state level, to the extent such negotiations relate to the agreed-upon resolution of the specific claims identified in this Confidential Agreement.

10. In the event either Party initiates arbitration or litigation regarding the terms of this Confidential Agreement or has a legal obligation that requires disclosure of the terms and conditions of this Confidential Agreement, the Party having the obligation shall immediately notify the other Party in writing of the nature, scope and source of such obligation so as to enable the other Party, at its option, to take such action as may be legally permissible so as to protect the confidentiality provided for in this Confidential Agreement.

11. This Confidential Agreement constitutes the entire agreement between the Parties and can only be changed in a writing or writings executed by both of the Parties. Each of the Parties forever waives all right to assert that this Agreement was a

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result of a mistake in law or in fact.

12. This Confidential Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota, and shall not be interpreted in favor or against any Party to this Confidential Agreement.

13. The Parties have entered into this Confidential Agreement after conferring with legal counsel.

14. If any provision of this Confidential Agreement should be declared to be unenforceable by any administrative agency or court of law, either Party may initiate arbitration under the provisions of section 11 below within 90 days of such declaration, to determine the impact of such declaration on the remainder of this Confidential Agreement. The arbitrator shall have the authority to determine the materiality of the provision and any appropriate remedies, including voiding the Confidential Agreement in its entirety. If neither Party initiates such an arbitration within 90 days, the remainder of the Confidential Agreement shall remain in full force and effect, and shall be binding upon the Parties hereto as if the invalidated provision were not part of this Confidential Agreement.

15. Any claim, controversy, or dispute between the Parties in connection with this Confidential Amendment shall be resolved pursuant to the Escalation procedures agreement entered into by the Parties on November 15, 2000.

16. The Parties acknowledge and agree that they have a legitimate billing dispute about the issues described in this Confidential Agreement and that the resolution reached in this Confidential Agreement represents a compromise of the Parties' positions. Therefore, the Parties agree that resolution of the issues contained in this Confidential Agreement cannot be used against the other Party, including but not limited to admissions.

17. This Confidential Agreement may be executed in counterparts and by facsimile.

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IN WITNESS THEREOF, the Parties have caused this Confidential Agreement to be executed as of this day ___ of March, 2001.

Escheion Telecom, Inc.

By: _____

Title: _____

Date: _____

Qwest Corporation

By: _____

Title: _____

Date: _____

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IN WITNESS THEREOF, the Parties have caused this Confidential Agreement to
be executed as of this day 19 of March, 2001.

Eschelon Telecom, Inc.

By: [Signature]

Title: President & Chief Operating Officer

Date: 3/31/01

Qwest Corporation

By: [Signature]

Title: SVP - Wholesale MKT

Date: 3/19/01

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Q110061

EXHIBIT 3

U S WEST, Inc.
601 California Street, Suite 2000
Denver, Colorado 80202
303.441.3640 (phone)
303.465.4484 (fax)
e-mail: jmkelly@uswest.com

John A. Kelly
President
U S WEST, Inc.

April 25, 2000

**CONFIDENTIAL SETTLEMENT DOCUMENT
THIS LETTER IS WRITTEN PURSUANT TO,
AND IS PROTECTED BY, RULE OF EVIDENCE 408
AND THE NONDISCLOSURE AGREEMENT**

VIA FACSIMILE

Blake Fisher
Group V.P. & Chief Planning Dev. Officer
McLeodUSA
6400 C Street SW
Post Office Box 3177
Cedar Rapids, Iowa 52506 3177

Re: U S WEST/QWEST MERGER: settlement agreement
[Trade Secret Data Begins]
Dear Blake:

This letter documents the proposed settlement terms discussed by the parties over the last several days. All of the terms of settlement documented in this letter are expressly contingent upon: (1) by no later than Tuesday, April 25, 2000, both parties' acceptance of the terms of this confidential settlement agreement, which acceptance will be documented below by the signature of authorized representatives from U S WEST and McLeodUSA; (2) by no later than Tuesday, April 25, 2000, McLeodUSA's withdrawal, in writing, of its opposition to the U S WEST/QWEST merger in Minnesota, and McLeodUSA's withdrawal, in writing, from the merger dockets in all other states on the following schedule: Arizona by the end of business on Wednesday, April 26, 2000, Washington by the end of business on Thursday, April 27, 2000, and Montana, Utah and Wyoming by the end of business on Friday, April 28, 2000. In addition to the foregoing, McLeodUSA agrees to withdraw from ~~all~~ regulatory proceedings related to the divestiture of Qwest business activity to Touch America, Inc. McLeodUSA further agrees to coordinate its withdrawal activities with Qwest and U S WEST; (3) at the hearing to be held April 25, 2000 before the Minnesota Commission, McLeodUSA will affirmatively support U S WEST's Motion for Reconsideration and will recommend merger approval; and (4) closure of the merger between U S WEST and QWEST, except for the payment of cash to McLeodUSA for the nonblocked Centrex service issue and subscriber list information disputes, the bill and keep arrangement and the good faith

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negotiations described below, all of which are tied to McLeodUSA's withdrawal from the merger dockets.

1. In consideration for McLeodUSA's withdrawal from the merger dockets, and within five (5) business days after McLeodUSA has withdrawn its opposition to the merger in all states and dismissed its pending FCC complaint regarding subscriber list information charges, U S WEST agrees to pay McLeodUSA \$6 million to resolve the nonblocked Centrex service and subscriber list information billing disputes. The form of payment will consist of bill credits (if payment has not been made) or cash payments to McLeodUSA. This billing settlement will be documented in, and subject to, a confidential billing agreement between the parties—the form of which the parties agree to negotiate and execute by no later than Thursday, April 27, 2000, which is a condition to withdrawals in Washington, Wyoming, Utah, and Montana. Effective upon merger closure and subject to the additional terms described below, U S WEST and McLeodUSA agree to a \$25.5 million billing dispute settlement to resolve miscellaneous disputes. The form of billing settlement will consist of a cash payment to McLeodUSA, payable within five (5) business days following merger closure.

- a. **NONBLOCKED CENTREX SERVICE:** Subject to McLeodUSA's withdrawal from the merger dockets, McLeodUSA and U S WEST agree that upon payment to McLeodUSA of the \$6 million described above, all disputed amounts through March 31, 2000 have been fully resolved. In addition, the parties agree to split the unbilled balances in Iowa at the tiered rate. Effective immediately, for Centrex service charges incurred on a going-forward basis, the parties will continue to negotiate, in good faith, a business-to-business resolution. These settlement terms will be documented in, and subject to, a confidential billing agreement between the parties.
- b. **SUBSCRIBER LIST INFORMATION CHARGES:** Subject to McLeodUSA's withdrawal from the merger dockets, U S WEST and McLeodUSA agree that upon payment of the \$6 million described above, all disputed amounts incurred through March 31, 2000 have been fully resolved. McLeodUSA agrees to immediately dismiss its pending FCC complaint regarding subscriber list information charges. Effective immediately, on a going-forward basis, McLeodUSA will agree to pay the \$.04/\$.06 rates for subscriber list information or such other final rates as may be established by any cost docket proceedings or rates the parties may negotiate, in good faith, on a business-to-business basis. Both parties reserve the right to participate fully in future rate determination proceedings. These settlement terms will be documented in, and subject to, a confidential billing agreement between the parties.
- c. **COMPENSATION FOR TRAFFIC EXCHANGE:** Upon payment to McLeodUSA of the \$6 million described above, in all states, for the

period of March 1, 2000 through December 31, 2002, the parties agree to immediately amend their existing interconnection agreements to revert to a bill and keep arrangement for local and internet-related traffic, and to incorporate such a bill and keep arrangement into any future interconnection agreements. Subject to merger closure, both parties agree not to bill usage to one another in any state between March 1, 2000 and the date of merger closure. However, in the event that the merger between U S WEST and QWEST does not close, U S WEST will retroactively bill McLeodUSA for the true-up for reciprocal compensation for usage through February 29, 2000 at the appropriate state commission rates. Both parties may bill each other retroactively for the usage not billed between March 1, 2000 and the date on which it is officially announced that the merger will not close, based on appropriate state commission rates or the currently existing interconnection agreement(s). U S WEST and McLeodUSA agree to pay the undisputed portion of such retroactive usage billing at the appropriate state rates within five (5) business days of receiving each other's invoices for the same. In addition, if the merger does not close, the parties will immediately amend their existing interconnection agreements accordingly.

- d. **INTERIM PRICING:** Subject to merger closure and in consideration for the bill and keep arrangement agreed upon above, U S WEST and McLeodUSA agree that all interim rates, except reciprocal compensation rates, will be treated as final and any final commission orders entered in any of the 14 states in U S WEST's territory through April 30, 2000, and on a going-forward basis through December 31, 2002, (except as such orders may relate to reciprocal compensation rates for the period between March 1, 2000 and December 31, 2002—reciprocal compensation is addressed in paragraph 1.c. of this document) will be applied prospectively to McLeodUSA, and not retroactively. In addition, U S WEST agrees that this settlement term will apply throughout the terms of the parties' existing interconnection agreements. Thus, both Parties agree not to bill each other for any true-ups associated with final commission orders that affect interim prices and release claims for such true-ups. These settlement terms will be documented in, and subject to, a confidential billing agreement between the parties.
- e. **CENTREX SERVICE AGREEMENTS:** For McLeodUSA's five-year Centrex Service Agreements that expire before December 31, 2002, the parties agree to extend the terms and pricing of those agreements until December 31, 2002. This settlement term will be documented in, and subject to, a confidential billing agreement between the parties.

2. Effective immediately, U S WEST and McLeodUSA will engage in good faith efforts to resolve any outstanding issues. In addition, McLeodUSA agrees to provide to U S WEST a revised prioritized forecast for its services by May 31, 2000. Upon the successful merger of U S WEST and QWEST, U S WEST agrees, with its successor, to continue to work in good faith with McLeodUSA, on a business-to-business basis, on matters important to the parties' business relationship.

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Terms of settlement accepted by:

U S WEST, INC.

John A. Kelley

John A. Kelley
President, Wholesale Markets

MCLEODUSA

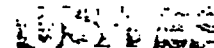
Blake O. Fisher, Jr.

Group Vice President

EXHIBIT 4

12

U S WEST Communications, Inc.
1801 California Street, Suite 2410
Denver, CO 80202
Phone 303-896-6100
Fax 303-865-4667



life's better here ®

Kathy Fleming
Vice President
Interconnection Implementation

June 1, 2000

Thomas W. Hartmann
General Counsel
SBC Telecom Inc.
130 East Travis, 5th Floor
San Antonio, TX 78205

Dear Tom:

This letter documents the proposed settlement terms discussed between U S WEST Communications, Inc. ("U S WEST") and SBC Telecom, Inc. ("SBCT"). U S WEST and SBCT are referred to as the "parties." If both parties accept the terms of the settlement addressed in this letter, each will execute a copy of this letter in the signature spaces provided on the last page. Such signature pages can be executed in duplicate, and faxes will be treated as originals. All of the terms of settlement documented in this letter are expressly contingent upon: (1) SBCT's immediate and formal withdrawal, no later than June 2, 2000, in writing, of its opposition to the U S WEST/QWEST merger in those proceedings where SBCT is an intervenor; and (2) SBCT's immediate agreement not to intervene or otherwise oppose the U S WEST/QWEST merger in any other state forum. The terms of this proposed settlement shall apply in all U S WEST states in which SBCT is or becomes a certified telecommunications carrier.

1. IMPLEMENTATION OF INTERCONNECTION AGREEMENTS UPON SIGNATURE

Subject to SBCT's immediate and formal withdrawal in the above referenced proceedings, U S WEST will, at SBCT's request, process SBCT's service orders upon both parties' execution of an interconnection agreement prior to state commission approval of such interconnection agreement. This commitment only pertains to the processing of SBCT's orders for the establishment and testing of SBCT's network for the purpose of interconnection and does not include processing of orders for unbundled network elements. The parties agree that live customer traffic will not commence until after the relevant state commission approves the interconnection agreement, in accordance with the terms of the interconnection agreement. The parties further agree that any existing performance measurements or penalties that may be included in an

interconnection agreement or which apply to the interconnection agreement by state commission rule will not apply prior to state commission approval of the interconnection agreement. U S WEST shall receive and process all appropriate forms and information, in accordance with the interconnection agreement, that are necessary to activate pre-order, order, maintenance and repair systems on and after the date of the relevant state commission approval of the interconnection agreement. U S WEST shall implement this commitment no later than June 9, 2000. Consistent with the provisions in this paragraph and beginning June 9, 2000, SBCT may order, and U S WEST shall provision, services available under an interconnection agreement immediately upon execution of that interconnection agreement by both parties and before state commission approval; provided that SBCT has met the other U S WEST administrative prerequisites to place an order with U S WEST in the applicable state (e.g., co-provider questionnaire, forecasts). SBCT agrees to assume all the risks associated with a state commission's failure to approve, or modification of, the interconnection agreement, provided that U S WEST supports approval of the interconnection agreement. In addition, U S WEST shall be relieved of its obligations in this paragraph in a particular state if a commission in that state prohibits U S WEST from implementing an interconnection agreement upon signature, and prior to state commission approval, provided that U S WEST supports approval of the interconnection agreement.

2. PENDING DS3 FACILITY IN SEATTLE, WASHINGTON at 1505 5th AVENUE, Suite 205

In addition to SBCT's immediate and formal withdrawal in the above referenced proceedings, SBCT will perform all activities necessary, including obtaining ladder racking and obtaining power, in order for U S WEST to terminate the OC12 at 1505 5th Avenue, Suite 205, Seattle, Washington, on SBCT's premises, and to provide the DS3. U S WEST will commit to a June 27, 2000 service ready date, if by June 12, 2000, SBCT can perform all activities necessary, including obtaining ladder racking and obtaining appropriate power, in order for U S WEST to make the OC12 operational and, consequently, provide the DS3. If SBCT cannot perform by June 12, 2000, U S WEST will make all reasonable efforts to provide the OC12 and DS3 as soon as possible, but no later than 15 business days after SBCT has performed all necessary activities required in order for U S WEST to make the OC12 operational and, consequently, provide the DS3. U S WEST will, upon SBCT's request, provide available services over copper facilities as they are available today.

3. AMENDMENTS TO INTERCONNECTION AGREEMENTS

When SBCT opts into an interconnection agreement under Section 252(i) of the federal Telecommunications Act of 1996, U S WEST will begin to negotiate amendments to those agreements in good faith prior to state commission approval of

the interconnection agreement. Furthermore, when an amendment to an interconnection agreement is reached, U S WEST will implement the amendment upon execution by both parties prior to state commission approval of the interconnection agreement or the amendment, provided such action is not prohibited by the state commission in that state. This commitment only pertains to the processing of SBCT's orders for establishment and testing of SBCT's network for the purpose of interconnection and does not include processing of orders for unbundled network elements. The parties agree that live customer traffic will not commence until the appropriate state commission approves the interconnection agreement. The parties further agree that any existing performance measurements or penalties that may be included in the interconnection agreement or which apply to the interconnection agreement by state commission rule will not apply prior to the approval of the interconnection agreement by the relevant state commission.

4. AVAILABILITY OF INTERCONNECTION AGREEMENT AMENDMENTS
RESULTING FROM SETTLEMENT AGREEMENTS BY PARTIES TO THE
U S WEST/QWEST MERGER DOCKET

In those states where U S WEST has entered into a settlement agreement with a party to the U S WEST/QWEST merger docket which results in an amendment to the interconnection agreement between U S WEST and that party, U S WEST shall make that amendment available to SBCT in the state(s) where the amendment is filed. Upon execution of any amendment to an interconnection agreement with a party to the state merger proceeding which results from a settlement agreement with such party in the U S WEST/QWEST merger docket in a state proceeding, U S WEST will provide such amendment to SBCT within 7 business days after it has been filed for state commission approval. U S WEST will then expeditiously make available an identical amendment to SBCT, if SBCT desires.

The parties agree that they have engaged in negotiations with regard to the terms contained in this settlement document and, as such, any term cannot be used by one party against the other party as an admission or to prove that the party supports or has acquiesced in any way to the positions contained herein. The parties further agree, that for an alleged breach of a term contained in this agreement, an aggrieved party may use any procedural avenue available to the party provided by the underlying interconnection agreements, state statute or commission rules.

Very truly yours,


Katherine Fleming

Thomas W. Hartmann
June 1, 2000
Page 4

TERMS OF SETTLEMENT ACCEPTED BY:

U S WEST Communications, Inc.

Karl Z. Flemer
[name]

VP Strategic Interconnect Integration
[title]

SBC Telecom, Inc.

[name]

[title]

TERMS OF SETTLEMENT ACCEPTED BY:

U S WEST Communications, Inc.

[name]

[title]

SBC Telecom, Inc.

Ronald J. Blah
[name]

President-SBC Telecom, Inc.

[title]

**Amendment No. 22
to the Interconnection Agreement
Between
(CLEC)
and
Qwest Corporation
(t/k/a U S WEST Communications, Inc.)
for the State of**

This Amendment No. 22 ("Amendment") is made and entered into by and between ("CLEC") and Qwest Corporation (formerly known as U S WEST Communications, Inc.) ("Qwest"). CLEC and Qwest may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (the "Underlying Agreement") for service in the state of that was approved by the Public Utility Commission ("Commission"); and

WHEREAS, CLEC and Qwest entered into an amendment to the Underlying Agreement, Amendment No. related to Line Sharing that was approved by the Commission; and

WHEREAS, CLEC and Qwest desire to amend the Underlying Agreement, as amended in Amendment No. to the Underlying Agreement, by incorporating the terms, conditions and rates contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. General.

This Amendment is made in order to replace the Interim Line Sharing Agreement entered into between CLEC and U S WEST Communications, Inc. on the 24th day of April, 2000, and to replace Amendment No. to the Underlying Agreement with the terms, conditions and rates set forth in Attachment 1 to this Amendment and replace both with the terms, conditions and rates as set forth in Attachment 1 to this Amendment.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Customer Questionnaire, all

necessary billing codes will need to be loaded by Qwest into its billing systems. CLEC will be notified when all billing system updates have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Underlying Agreement shall remain in full force and effect. Neither the Underlying Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

4. Proprietary Information.

Qwest and CLEC agree that the information exchanged during the negotiation of this Amendment, whether in oral, written, graphic, electromagnetic or other tangible form, is Proprietary Information under the Nondisclosure Section of the Underlying Agreement.

5. Commission Approval.

Qwest and CLEC agree to work together in good faith to secure expeditious approval of this Amendment by the Commission without modification.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

(CLEC)

**Qwest Corporation (f/k/a
U S WEST Communications, Inc.)**

Authorized Signature

Authorized Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

Attachment 1

1. Line Sharing

1.1 Description

Line Sharing provides CLEC with the opportunity to offer advanced services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper loop, referred to herein as the "Shared Loop" or "Line Sharing," by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the high frequency spectrum network element or "HUNE." The POTS service must be provided to the end user by Qwest.

1.2 Terms and Conditions

1.2.1 General

1.2.1.1 To order the HUNE, CLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in either Section 1.3 or Section 1.4 of this Amendment and the end user must have dial tone originating from a Qwest switch in that Wire Center. CLEC must provide the end user with, and is responsible for, the installation of any equipment necessary for the end user to receive separate voice and data service across a single copper loop.

1.2.1.2 POTS splitters must meet the requirements for central office equipment collocation set by the FCC or be compliant with ANSI T1.413.

1.2.1.3 CLEC may use the HUNE to provide any xDSL services that are compatible with Qwest's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by CLEC, to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

1.2.1.4 Neither CLEC nor Qwest may utilize the high frequency portion of a given copper loop if a different telecommunications carrier already is using the frequency range above the voice band on that loop to provide data services, unless the end user of that loop or Qwest or CLEC, with Proof of Authorization from the end user, disconnects the service of the original telecommunications carrier being provided on the frequency range above the voice band.

1.2.1.5 CLEC will be able to request conditioning of Shared Loops. Qwest will perform requested conditioning, including removal of load coils and excess bridged taps, of loops. If CLEC requests conditioning, and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end user, CLEC shall pay the rate set forth in Appendix A of the Underlying Agreement for conditioning to restore the loops to their original state.

1.2.1.6 Qwest will provide CLEC with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section of the Underlying Agreement; or (b) via Common Area Splitter Collocation as set forth in Section 1.4 of this Amendment. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination.

1.2.1.7 CLEC will provide Qwest with non-binding, good faith rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. Qwest will keep CLEC forecasts confidential and will not share such forecasts with any person involved in Qwest retail operations, product planning or marketing.

1.3 CLEC Collocation Area POTS Splitter

1.3.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section of the Underlying Agreement, CLEC will be responsible for purchasing the POTS splitters. CLEC also will be responsible for installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.

1.3.2 CLEC may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling and related work for which it is responsible and that is required to provision Line Sharing.

1.3.3 CLEC may choose to have Qwest provide the cabling used for DS0 terminations for Line Sharing subject to a charge that will cover the cost of the cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling, incurred by Qwest. In the alternative, CLEC may provide all such cabling to Qwest. Qwest will not

be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.

1.3.4 Two Interconnection Tie Pairs (ITPs) and two pre-wired DS0 terminations will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one DS0 termination will carry both voice and data traffic to the POTS splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, COSMIC/MDF via the intermediate distribution frame, using a second DS0 termination and a second ITP.

1.3.5 The demarcation point between Qwest's network and CLEC's network will be the place where the combined voice and data loop is cross connected to the intermediate distribution frame.

1.4 Common Area Splitter Collocation

1.4.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to CLEC's DS0 termination points as possible; (b) on an intermediate distribution frame to the extent such a frame is available; or (c) where options (a) and (b) are not available due to physical space limitations in the Wire Centers, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. CLEC either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement as described in Section 2.4.1 of this Amendment. Qwest will be responsible for the installation and maintenance of the POTS splitters, but CLEC will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitter shelves of different telecommunications carriers in a single relay rack or bay or, in the case of the option (c) above, Qwest may co-mingle the POTS splitter shelves with Qwest miscellaneous equipment. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of CLEC.

1.4.2 CLEC may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications,

frame re-stenciling and related work for which it is responsible and that is required to provision Line Sharing.

1.4.3

CLEC may choose to have Qwest provide the cabling used for DS0 terminations and/or TIE Cables subject to full reimbursement, or CLEC may provide all such cabling to Qwest. Qwest will be responsible for the installation and maintenance of the TIE Cables connecting the POTS splitters and the appropriate distribution frame. In addition, CLEC may request that Qwest directly cable the data port of the POTS splitter to its Collocation area under these same terms. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.

1.4.4

Two ITPs and three pre-wired TIE Cables and one pre-wired DS0 termination will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to CLEC's Collocation area via a DS0 termination, and the voice traffic will be routed to the COSMIC/MDF via a second ITP. In the alternative, CLEC may request that Qwest directly cable the data port of the POTS splitter to the CLEC Collocation area under these same terms.

1.4.5

The demarcation point between Qwest's network and CLEC's network will be at the place where the data loop leaves the POTS splitter on its way to CLEC's Collocated equipment.

1.5 Line Sharing Deployment

1.5.1

With the exception of the true up described in Section 2.9 of this Amendment, the applications submitted by CLEC to Qwest for installation of POTS splitters between March 24, 2000 and April 10, 2000 pursuant to the Interim Line Sharing Agreement dated April 24, 2000 will continue to be governed by the rates, terms and conditions of the Interim Line Sharing Agreement. All subsequent applications will be governed by this Amendment. The rates, terms and conditions of the Interim Line Sharing Agreement are incorporated into this Amendment, as Exhibit A attached hereto and incorporated herein, to govern applications submitted by CLEC between March 24, 2000 and April 10, 2000.

1.5.2 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation Section of the Underlying Agreement for Cageless or Common Collocation.

1.5.3 CLEC may submit applications for additional DS0 termination installations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DS0 terminations under intervals as outlined in this Section.

1.5.3.1 Augmentation intervals will be 30 days, subject to the following terms and conditions identified below:

1.5.3.1.1 CLEC will provide a quarterly forecast to Qwest in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be 60 days. The interval for each subsequent month will be 30 days.

1.5.3.1.2 The forecast must include, at a minimum, the following:

- (a) Month each application will be sent;
- (b) The Wire Center by common name for each application;
- (c) Type of terminations required for each level of connection; and
- (d) Whether the termination types are the same as existing or, if different, what numbering requested on the block.

1.5.3.2 The interval for reclassification will be 15 days, subject to the following terms and conditions identified below:

1.5.3.2.1 If requested reclassification engineering results in additional requirements for DS0 terminations and/or TIE Cable support, the interval will default to the interval for augmentation, which is 30 days.

1.5.3.3 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the interval found in the Collocation Section of the Underlying Agreement.

1.5.4 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including, but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when available.

1.5.5 If Qwest, acting as purchasing agent for CLEC, is unable to procure in a timely manner any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including, but not limited to, POTS splitters and cabling, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on-site date for the affected Qwest Wire Center(s) and CLEC will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business day period, or if CLEC provides such notice to Qwest but then fails to provide Qwest with the subject equipment in a timely manner, Qwest will install the subject equipment when available.

2. Rate Elements and True Up

2.1 Recurring Rates for Line Sharing

2.1.1 Line Sharing Charge – CLEC will pay a monthly recurring charge to Qwest per Shared Loop for elements associated with providing xDSL service across each Shared Loop. The charge is set forth in Exhibit B attached hereto and incorporated herein.

2.1.1.1 The cost that Qwest claims it will incur to upgrade its OSS to support Line Sharing is \$12,086,608.00 (the "OSS Cost"). \$1.00 of the Line Sharing Charge will be used to reimburse Qwest for these costs over a seven (7) year period. All other telecommunications carriers that order Shared Loops from Qwest also will be required to reimburse Qwest in some manner for these same costs and their demand included in the OSS cost recovery calculation. Once Qwest has fully recovered the subject costs from CLEC and other telecommunications carriers, including the time value of the \$12,068,608.00 at an annual rate of 12.4%, the Line Sharing Charge will be reduced to \$3.89. In the event that Qwest has not fully recovered the subject costs before the Underlying Agreement terminates, the Parties agree that any replacement agreement(s) governing Line Sharing will include a recurring monthly charge of \$1.00 per Shared Loop, or whatever different amount has been mutually

agreed to by the Parties or established pursuant to the following paragraph, until such time that Qwest fully recovers the subject costs.

The Parties will re-examine the recovery of the OSS Cost every 18 months. The Parties will determine, at that time, whether Qwest is on track to recover the time value of the \$12,068,608.00 at an annual rate of 12.4% at the end of seven (7) years from the date of this Amendment. If not, the Parties will re-negotiate the amount of the Line Sharing Charge, either upwards or downwards, to be paid for OSS with the express purpose of providing full recovery of the OSS Cost at the end of seven (7) years from the date of this Amendment. Any dispute between the Parties regarding a new amount to be paid for the OSS Cost in the Line Sharing Charge will be resolved pursuant to the dispute resolution provisions set forth in the Dispute Resolution Section of the Underlying Agreement.

2.2 Nonrecurring Rates for Line Sharing

2.2.1 Basic Installation Charge – A nonrecurring charge will apply for the installation of each Shared Loop. This charge covers both the installation and the eventual disconnect of the Shared Loop. The charge is set forth in Exhibit B.

2.3 Recurring Rates for Common Area Splitter Collocation

2.3.1 Rent and Maintenance Charge – A monthly recurring charge will apply for each POTS splitter located in a Qwest Wire Center to cover the rent for the space occupied by each such POTS splitter and the maintenance associated with each POTS splitter. The charge is set forth in Exhibit B.

2.4 Nonrecurring Rates for Common Area Splitter Collocation

2.4.1 POTS Splitter Charge – A nonrecurring charge will apply for each POTS splitter purchased by Qwest on behalf of CLEC. Pursuant to Section 1.4.1 of this Amendment, the charge will equal the cost of the POTS splitters, plus any pass through vendor invoice costs such as taxes, shipping and handling, and any similar charges assessed Qwest by vendors in connection with the purchase of the POTS splitters.

2.4.2 Engineering Charge – A nonrecurring charge will apply for each application submitted to Qwest by CLEC for placement of POTS splitters in Qwest Wire Centers. This charge will be assessed per application, not per POTS splitter requested in each application, and it will cover the engineering Qwest will need to perform in connection with such applications. This charge is set forth in Exhibit B.

2.4.3

Common Area Splitter Collocation Charges – A nonrecurring charge will apply for the placement of each POTS splitter in a Qwest Wire Center. The charge will differ depending on which of the following architectures is used when placing a given POTS splitter in a Qwest Wire Center:

- (a) Option 1 – Consistent with Section 1.4 of this Amendment, POTS splitters may be located in a relay rack or bay with the data connection to CLEC's Collocation area routed through a block on a distribution frame. The charge for this option will cover, among other things, a shelf in the relay rack or bay, necessary TIE Cables and blocks on the distribution frame where CLEC's DS0 terminations terminate. The charge is set forth in Exhibit B.
- (b) Option 2 – Consistent with Section 1.4 of this Amendment, POTS splitters may be located in a relay rack or bay with the data connection to CLEC's Collocation area routed directly from the POTS splitter to the Collocation area. The charge for this option will cover, among other things, a shelf in the relay rack or bay, necessary TIE Cables and blocks on a distribution frame. The charge is set forth in Exhibit B.
- (c) Option 3 – Consistent with Section 1.4 of this Amendment, POTS splitters may be located on a distribution frame with the data connection to CLEC's Collocation area routed through a block on a distribution frame. The charge for this option will cover, among other things, space on a distribution frame, blocks on a distribution frame and necessary TIE Cables. The charge is set forth in Exhibit B.
- (d) Option 4 – Consistent with Section 1.4 of this Amendment, POTS splitters may be located on a distribution frame with the data connection to CLEC's Collocation area routed directly from the POTS splitter to the Collocation area. The charge for this option will cover, among other things, space on a distribution frame, blocks on a distribution frame and necessary TIE Cables. The charge is set forth in Exhibit B.

2.5 Nonrecurring Rates for Shared Loop Conditioning and Restoration

- 2.5.1 Conditioning Charge – A nonrecurring charge will apply to the conditioning of Shared Loops if such a charge has been approved by the Commission. Consistent with Section 1.2.1.5 of this Amendment, this charge will cover the removal of load coils and excess bridged tap. The charge, if any, is set forth in Appendix A to the Underlying Agreement.
- 2.5.2 Restoration Charge – A nonrecurring charge will apply whenever, pursuant to Section 1.2.1.5 of this Amendment, Qwest must restore Shared Loops to their original state after being asked by CLEC to condition the Shared Loops. The charge will equal the charge approved by the Commission for removal of load coils and excess bridged taps as set forth in Appendix A to the Underlying Agreement. If the Commission has not approved a charge for conditioning, the charge for restoration will be assessed on a time and materials basis.
- 2.6 Nonrecurring Rates for DS0 Termination Reclassifications
 - 2.6.1 Reclassification Charge – A nonrecurring charge will apply for reclassification of existing DS0 terminations to Line Sharing. Consistent with Section 1.3.2 and Section 1.4.2 of this Amendment, this charge will cover frame re-stenciling, engineering and any other work required to effectuate DS0 termination reclassifications. The charge will be assessed on a time and materials basis.
- 2.7 Nonrecurring Rates for DS0 Termination Augmentations
 - 2.7.1 Augmentation Charge – A nonrecurring charge will apply to augment the number of DS0 terminations available for use in connection with Line Sharing. The charge will cover the cost associated with adding DS0 terminations between CLEC's Collocation areas and applicable intermediate distribution frames. The charge is set forth in Appendix A to the Underlying Agreement.
- 2.8 Nonrecurring Rates for Repair and Maintenance
 - 2.8.1 Trouble Isolation Charge – A nonrecurring charge will apply for trouble isolation testing performed by Qwest at the request of CLEC in accordance with Section 4.3.3 of this Amendment. This charge will be assessed at the rate approved by the Commission and set forth in Exhibit B. If the Commission has not set or approved a rate, the charge will be assessed on a time and materials basis.
 - 2.8.2 Additional Testing Charge – A nonrecurring charge will apply for any additional testing performed by Qwest at the request of CLEC in accordance with Section 4.3.4 of this Amendment. This charge will be assessed on a time and materials basis.

2.9 True Up

- 2.9.1 The rates established in this Amendment are "mutually agreed to permanent prices," as that term is used in Section 26 of the Interim Line Sharing Agreement dated April 24, 2000 and the Parties agree to true up all charges assessed CLEC by Qwest for Line Sharing under the Interim Line Sharing Agreement to the rates established in this Amendment. The Parties further agree to use good faith, reasonable efforts to conclude this true up within six (6) months of the date this Amendment is approved by the Commission. In the event the Parties are unable to mutually agree on a true up within this six (6) month period, they agree to submit any unresolved issues to an arbitrator for resolution pursuant to the Dispute Resolution Section of the Underlying Agreement.

2.10 Effectiveness of Rates

- 2.10.1 The Parties agree that the rates established in this Amendment will remain in effect without modification until such time as the Underlying Agreement is replaced or terminates unless: (i) both Qwest and CLEC agree in writing to different rates; or (ii) Qwest voluntarily agrees to different rates with another telecommunications carrier and CLEC decides to adopt those rates. Among other things, this means that CLEC cannot adopt rates established by the Commission, a court or another governmental agency or body to the extent those rates differ from the rates established in this Amendment.

2.11 Separate Subsidiary

- 2.11.1 In the event Qwest establishes a separate subsidiary to provide xDSL or other data services, and that separate subsidiary Line Shares with Qwest, Qwest will provision Line Sharing to the separate subsidiary at the same rates Qwest then is using to provide Line Sharing to other telecommunications carriers. Those same rates will be made available to all telecommunications carriers on a nondiscriminatory basis.

3. Ordering Process

3.1 Shared Loop

- 3.1.1 As a part of the pre-order process, CLEC can access loop characteristic information through the Loop Information Tool. CLEC will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop.

Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing.

- 3.1.2 The appropriate DS0 termination frame terminations dedicated to POTS splitters will be provided on the Line Sharing APOT form one (1) day prior to the ready for service date or at an interval ordered by the Commission or further agreed to by Qwest and CLEC in writing. Qwest will administer all cross connects/jumpers.
- 3.1.3 Basic Installation "lift and lay" procedures will be used for all Shared Loop orders. Under this approach, a Qwest technician "lifts" the loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's Collocated equipment in the same Wire Center.
- 3.1.4 Qwest will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time. Qwest and CLEC acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant legal or regulatory requirements.
- 3.1.5 CLEC shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and DS0 termination reclassification, has been completed.

3.2 Common Area Splitter Collocation

- 3.2.1 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. The Collocation intervals contained in this Amendment will apply.
- 3.2.2 New POTS splitter shelves may be ordered with an existing Collocation arrangement. CLEC must submit a new Collocation application form and the quote preparation fee to Qwest. Standard Cageless and/or Common Collocation intervals will apply as set forth in the Collocation Section of the Underlying Agreement.

3.3 DS0 Termination Reclassifications

- 3.3.1 To the extent CLEC has existing DS0 terminations extending from an intermediate distribution frame to its Collocation space, CLEC may request that these existing DS0 terminations be reclassified for use with Line Sharing as set forth in Section 1.5.3 of this Amendment. CLEC shall request such reclassification through the same process used to order new DS0 terminations.

4. Repair and Maintenance

- 4.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data circuit is cross connected to the POTS splitters.
- 4.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest also will be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. CLEC will be responsible for repairing data services provided on Shared Loops. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.
- 4.3 Qwest and CLEC will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's web site. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.
 - 4.3.1 If an end user reports a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together and with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of CLEC unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes Qwest to disconnect the data service. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.
 - 4.3.2 Qwest and CLEC each are responsible for their respective end user base and services.
 - 4.3.3 Qwest will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not located in Qwest's network, Qwest will assess CLEC the charge specified in Section 2.8.1 of this Amendment.
 - 4.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (i.e., opens, shorts, and/or foreign voltage), CLEC may request that Qwest perform additional testing and Qwest may decide to not perform the requested testing where it believes in good faith that additional testing is unnecessary because the test requested has already been

performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess CLEC the charge specified in Section 2.8.2 of this Amendment.

- 4.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. CLEC will leave one unused, spare splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
- 4.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for central office equipment set by the FCC.
- 4.6 Qwest and CLEC will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

5. Other

- 5.1 Qwest and CLEC agree to the foregoing rates, terms and conditions for Line Sharing without waiving current or future relevant legal rights and without prejudicing any position Qwest or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This Section specifically contemplates, but is not limited to, the following: (i) the positions Qwest and CLEC take in any cost docket; and (ii) the positions Qwest or CLEC might take before the FCC or any state public utility commission related to the rates, terms and conditions under which Qwest must provide CLEC with access to Shared Loops.
- 5.2 Qwest and CLEC agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of processes for handling all orders for the HUNE which reflect different end user action scenarios including but not limited to; end user changes or disconnects voice service; end user changes or disconnects data service provider; and/or end user orders new voice and data service simultaneously; (ii) Qwest's ability to handle the existing and forecasted volume of all orders for the HUNE; (iii) Qwest's ability to make loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (iv) the ability of Qwest and CLEC to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) CLEC's forecasts of HUNE orders; (vii) the

process for conditioning Shared Loops by removing load coils and excess bridged taps; and (viii) the ability of CLEC to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities

EXHIBIT A INTERIM LINE SHARING AGREEMENT

This Interim Line Sharing Agreement ("Agreement") between U S WEST Communications, Inc. ("ILEC") and @Link Networks, Inc., Arrival Communications, Inc., BridgeBand Communications, Inc., CDS Networks, Inc., Contact Communications, DIECA Communications, Inc. d/b/a Covad Communications Company, Jato Communications Corp. on behalf of its operating subsidiaries Jato Operating Corp. and Jato Operating Two Corp., Montana Wireless, Inc., MULTIBAND Communications, Inc., New Edge Network, Inc. d/b/a New Edge Networks, NorthPoint Communications, Inc., RHYTHMS LINKS, INC., and Western Telephone Integrated Communications, Inc. ("CLEC" or "CLECs") is entered into this 24th day of April, 2000, to govern deployment of line sharing in the states of Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The Agreement is effective as of the date referenced in the preceding sentence and will terminate on a state-by-state, CLEC-by-CLEC basis when line sharing amendments to the interconnection agreements between ILEC and CLECs are approved by the relevant state public utility commissions as required by paragraph 36 below. ILEC and CLECs are referred to in this Agreement individually as a "Party" or collectively as the "Parties."

GENERAL

1. ILEC will provide CLEC with access to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions. This frequency range will be referred to in this document as the "high frequency spectrum network element" or "HUNE". CLEC may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite and any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules. Under this Agreement, "line sharing" is defined as the situation that exists when the CLEC has access to the HUNE and provides xDSL services on a loop that also carries ILEC POTS.
2. To order the HUNE, a CLEC must have a POTS splitter installed in the central office that serves the end-user of the loop. In addition, the CLEC must provide the end-user with, and is responsible for the installation of, a splitter, filter(s) and/or other equipment necessary for the end-user to receive separate voice and data services across the loop.
3. On or before June 6, 2000, ILEC will begin accepting orders for the HUNE on lines served out of every central office where CLEC has a POTS splitter installed.
4. Prior to July 31, 2000, the CLECs will not request conditioning of shared lines to remove load coils, bridged taps or electronics. If ILEC begins conditioning lines for its xDSL services, CLECs will have the same option. By July 31, 2000, unless another date is agreed to by ILEC and CLEC in writing, the CLEC will be able to request conditioning of a shared line. ILEC will perform requested conditioning, including de-loading and removal of excess bridged taps, unless ILEC demonstrates in advance that conditioning that shared line will significantly degrade the end-user's analog voice service.

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5. The CLECs initially will use ILEC's existing pre-qualification functionality and order processes to pre-qualify lines and order the HUNE. The CLECs will determine, in their sole discretion and at their risk, whether to order the HUNE across any specific loop. ILEC and the CLECs will continue to work together to modify these functionalities and processes to better support line sharing.
6. ILEC will initially provision the HUNE within the current standard unbundled loop provisioning interval at least 90% of the time. The Parties acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant state or federal regulatory orders.

POTS SPLITTER COLLOCATION AND OPERATION OF LINE SHARING EQUIPMENT

7. ILEC will provide CLEC with access to the shared line in one of the following ways, at the discretion of CLEC:
 - (a) CLEC may place POTS splitters in ILEC central offices via Common Area Splitter Collocation. In this scenario, CLEC will have the option to either purchase the POTS splitter of its choosing or to have ILEC purchase the POTS splitter on the CLEC's behalf subject to full reimbursement. The CLEC will lease the POTS splitter to ILEC at no cost. Subject to agreed to or ordered pricing, ILEC will install and maintain the POTS splitter in the central office. ILEC will install the POTS splitter in one of three locations in the central office: (i) in a relay rack as close to the CLEC DSO termination points as possible; (ii) where an intermediate frame is used, on that frame; or (iii) where options (i) or (ii) are not available, or in central offices with network access line counts of less than 10,000, on the main distribution frame or in some other appropriate location, which may include an existing ILEC relay rack or bay.
 - (b) CLEC may, at its option, place the POTS splitters in its own collocation area. ILEC will reclassify TIE cables, re-stencil framing, and perform any related work required to provision line sharing.
 - (c) Under either option (a) or (b), the POTS splitter will be appropriately hard wired or pre-wired so that ILEC is required to inventory no more than two points of termination.
8. In the event CLEC, or ILEC acting as purchasing agent for CLEC, is unable to procure line sharing equipment (i.e., POTS splitters, cabling, etc.) for Common Area Splitter Collocation in a timely manner, ILEC will proceed with the line sharing deployment schedules set forth in paragraphs 12 and 13 below and install the delayed equipment once the deployment for the subject state is completed. If the delayed equipment still is not available once the deployment for the subject state is completed, ILEC and CLEC will work together to establish an alternate deployment schedule for the affected central offices.
 - (a) If the ILEC, acting as purchasing agent for the CLEC, is unable to procure line sharing equipment for Common Area Splitter Collocation in a timely manner, then the CLEC may provide ILEC with the missing equipment.

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However, the deployment schedules set forth in this Agreement may be impacted. If impacted, the deployment will follow the terms and conditions described above.

- (b) If ILEC is acting as purchasing agent for more than one CLEC in a central office and is unable to procure line sharing equipment for one or more of the CLECs in a timely manner, then none of the CLECs using the ILEC as purchasing agent will be able to order the HUNE in that central office until the equipment is installed for all such CLECs. This requirement does not apply to a CLEC that, upon being contacted by the ILEC of the equipment shortage, provides its own equipment to ILEC for installation. The CLEC will be notified by the ILEC of the required material on-site date for that central office and will have 2 business days to determine if the CLEC will be able to provide its own equipment.
9. CLEC and ILEC may use any POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.
10. If a CLEC requests that a central office where it is not currently collocated be provisioned for line sharing, the CLEC will indicate its request on the collocation application for that central office.
11. CLEC will provide ILEC with applications for placement of POTS splitters in central offices based on the order set forth on the confidential Central Office Deployment List agreed to jointly by the CLECs and the ILEC and on the schedule set forth below. If the application date is missed by any CLEC, ILEC will accept the CLEC's late applications and install the POTS splitter within 30 days of the end of the schedule for the state where the central office is located or the normal interval for collocation under the CLEC's interconnection agreement, whichever is later. ILEC and CLEC will work together to resolve any problems with order-related data included on the applications within 5 business days of the CLEC receiving notification of the problems from ILEC. If the Parties are unable to resolve the problems after 5 business days, the application will be treated as a late application as defined above. Any changes received from the CLEC after 5 business days of the initial application date will also result in the application being treated as a late application.
- | | |
|---------------------------|----------------|
| First 145 Central Offices | March 24, 2000 |
| Next 85 Central Offices | March 29, 2000 |
| Next 65 Central Offices | April 3, 2000 |
| Remaining Central Offices | April 10, 2000 |
12. Assuming CLEC reuses existing TIE cable capacity, ILEC will complete the TIE cable reclassification necessary to permit a CLEC to complete placement of POTS splitters in its own collocation areas in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50

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May 29, 2000	130-150
June 6, 2000	All remaining central offices identified on the Central Office Deployment List

Additional TIE cables will be installed in accordance with the standard intervals and processes set forth in the interconnection agreements between ILEC and CLECs at the completion of this deployment schedule or under an installation schedule mutually agreed upon by CLEC and ILEC. In situations where a CLEC places POTS splitters in its collocation areas, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

13. ILEC will complete Common Area Splitter Collocation in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	165-180
June 26, 2000	230-260
July 31, 2000	All remaining central offices identified on the Central Office Deployment List

If a CLEC chooses to have POTS splitters placed in central offices via Common Area Splitter Collocation, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

14. To deploy POTS splitters in a central office identified on the Central Office Deployment List, the CLEC must either: (a) have an existing collocation presence in the central office; or (b) have pending applications for collocation in the central office as of March 10, 2000.
15. If ILEC receives an application for new collocation in a central office that does not appear on the Central Office Deployment List, or where the applying CLEC does not meet the requirements of the preceding paragraph, ILEC will treat the application as a standard collocation application under the terms and conditions of the applicable interconnection agreement. CLEC will be able to order the HUNE in such offices beginning on the date the collocation installation is completed or July 31, 2000, whichever is later.
16. ILEC and the CLECs agree to work together to address and, where necessary and possible, find solutions for the following "Line Sharing Implementation Issues": (a) the implementation of an effective phased process to handle CLEC orders for the HUNE; (b) ILEC's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (c) ILEC's ability to make central office loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (d) the ability of ILEC and CLEC to coordinate repairs; (e) the experience

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and education of the shared line end-user; (f) the CLEC's forecasts of shared line orders; and (g) the process for conditioning loops for line sharing.

17. Beginning on April 1, 2000, the CLECs will provide ILEC with non-binding, good-faith rolling quarterly forecasts for shared line volumes on a state-by-state, central office-by-central office basis. Additionally, CLEC will provide a 1.5 year non-binding, good-faith forecast by quarter to ILEC by June 1, 2000. ILEC will keep CLEC forecasts confidential and will not share such forecasts with any person involved in ILEC retail operations, product planning or marketing.

REPAIR AND MAINTENANCE

18. ILEC will allow the CLECs to access the combined voice and data line at the point where it is cross-connected to the POTS splitter. Under the scenario described in paragraph 7(a) above, the point of demarcation will be at the place where the data loop leaves the POTS splitter on its way to the CLEC's collocated equipment. Under the scenario described in paragraph 7(b) above, the point of demarcation will be where the shared line is cross-connected to the POTS splitter.
19. ILEC will be responsible for repairing voice services provided over the shared line and the physical line between the network interface device at the end-user premise and the point of demarcation in the central office. ILEC also will be responsible for inside wiring in accordance with the terms and conditions of inside wire maintenance agreements, if any, between ILEC and the end-users. CLECs will be responsible for repairing data services provided over the HUNE portion of the shared line. Each Party will be responsible for maintaining its own equipment. The Party that controls the POTS splitter will be responsible for maintaining it.
20. ILEC and CLEC are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on ILEC's web site. In the interim, ILEC and CLEC agree that the following general principles will guide the repair and maintenance process:
 - (a) If an end-user complains of a voice problem that may be related to the use of the shared line for data services, CLEC and ILEC will work together and with the end-user to solve the problem to the satisfaction of the end-user. ILEC will not disconnect the data service without the written permission of the CLEC unless the end-user's voice service is so degraded that the end-user cannot originate or receive voice grade calls.
 - (b) Each Party is responsible for its own end-user base and will have the responsibility for resolution of any service trouble report(s) from its end-users. ILEC will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on the shared line in response to trouble tickets initiated by the CLEC.

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- (c) When trouble has been reported by CLEC, and such trouble is not an electrical fault in ILEC's network, ILEC will charge CLEC any applicable charges approved by the relevant state public utility commission.
- (d) When trouble reported by CLEC is not isolated or identified by tests for electrical faults, ILEC may perform additional testing as requested by CLEC on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which the ILEC is responsible under this Agreement, the CLEC will not be charged for the testing. If the additional testing uncovers a problem in the portion of the network for which the CLEC is responsible under this Agreement, the CLEC will be charged any applicable charges set forth in interconnection agreements between ILEC and CLECs or by the relevant state public utility commissions. Where no such charges exist, CLEC will pay for such testing on a time and materials basis.
21. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
22. When the POTS splitter is located in the CLEC collocation area, CLEC may install test access equipment in its collocation area for the purpose of testing the shared line. This equipment must comply with the safety requirements set forth in any applicable FCC rules. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will have the ability to perform intrusive testing at the test access point on a line-by-line basis.

PRICING

23. ILEC and the CLECs agree to the following negotiated, Interim prices for shared lines, splitter collocation and other elements noted in the following table:

Category	Element	Interim Price
Shared Line Non-Recurring	Installation option is basic installation – lift and lay	IA* price for basic installation – lift and lay
Shared Line Recurring	HUNE	Paragraph 25
	2 ITP/EICT – Interconnection Tie Pairs or Expanded Interconnection Channel Terminations	IA price
Common Area Splitter Collocation Non-Recurring	Installation	\$5,000.00 per shelf
Common Area Splitter Collocation Recurring	Equipment bay – per shelf	\$4.85 per shelf
Cost of POTS splitters if provided by ILEC	POTS splitter	Market cost – in addition to the \$5,000.00 flat rate
Non-recurring for TIE	TIE cables	Time and material for

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cable reclassification		engineering and labor
Repair and Maintenance	Trouble Isolation and Additional Testing	Paragraph 20 (c) and (d)
Line Conditioning	Load Coil and Excess Bridged Tap Removal	IA price

* The relevant interconnection agreement between ILEC and CLEC.

24. ILEC and CLECs will continue work to arrive at appropriate cost recovery for operational support systems upgrades related to the shared line.
25. CLECs may choose from either of the following options for an interim recurring shared line rate:
 - (a) A rate of \$5.40 per month per shared line; or
 - (b) A rate of \$0 per month per shared line until January 1, 2001. On January 1, 2001, the interim recurring shared line rate will change to \$8.25 unless ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of that date. In the event ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of January 1, 2001, ILEC will continue to charge all CLECs that selected this interim recurring shared line rate option a rate of \$0 per month per shared line until such time as it begins to charge all CLECs \$8.25 per month per shared line.

CLECs must select one of the foregoing options for an interim recurring shared line rate by May 1, 2000, and must notify ILEC of their selection through their account teams. Once a selection is made, a CLEC cannot change its selection.
26. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.
27. During the 60 day period immediately following the effective date of this Agreement, the Parties agree to negotiate in good faith in an effort to arrive at mutually agreed to permanent pricing for all of the elements listed in paragraph 23 above and operational support system upgrades related to line sharing. If at the conclusion of this 60 day period, the Parties have been unable to mutually agree to permanent pricing for some or all of such elements and/or operational support system upgrades related to line sharing, the Parties agree to ask the state public utility commissions for each of the states listed in the introductory paragraph of this Agreement to initiate a line sharing cost proceeding to establish permanent pricing for all elements, potentially including operational support system upgrades related to line sharing, still in dispute at that time.

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OTHER

28. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.
29. ILEC and CLEC enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position ILEC or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions ILEC or CLEC may take in any cost docket related to the terms and conditions of line sharing; and (b) the positions that ILEC or CLEC might take before the FCC or any state public utility commission related to the terms and conditions under which ILEC must provide CLEC with access to the HUNE.
30. The provisions in this Agreement are based, in large part, on the existing state of applicable law, rules, and regulations ("Existing Rules"). Among the Existing Rules are certain FCC orders, including the FCC's Third Report and Order In CC Docket No. 98-147 and Fourth Report and Order In CC Docket No. 96-98 released on December 9, 1999, which currently are being challenged. To the extent the Existing Rules are changed, vacated, dismissed, stayed or modified, the Parties shall amend this Agreement to reflect such change, vacation, dismissal, stay, or modification. Where the Parties fail to agree upon such an amendment, all disputed issues will be resolved in accordance with the dispute resolution provisions of the interconnection agreements between ILEC and CLECs incorporated by reference into this Agreement.
31. In addition to those provisions specifically referenced elsewhere in this Agreement, the provisions in the interconnection agreements between ILEC and CLECs related to the following are incorporated by reference into this Agreement: (a) limitation of liability; (b) indemnification; (c) force majeure; (d) warranties; and (e) dispute resolution. These provisions are incorporated on a state-by-state, CLEC-by-CLEC basis.
32. This Agreement is the joint work product of the Parties, has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and conditions. In the event of any ambiguities, no inferences shall be drawn against any Party.
33. This Agreement only may be amended in writing executed by all Parties to be bound by the amendment.
34. During the term of this Agreement, if ILEC either (a) enters into an agreement with any Party that modifies the rates, terms, and conditions of this Agreement as applied to that Party, or (b) enters into any other agreement for line sharing with any party containing rates, terms, and conditions different from those in this Agreement, ILEC will make such modified or different rates, terms, and conditions available to any interested Party. To the extent the modified or different rates, terms, and conditions are provided by ILEC only in certain

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locations or pursuant to some other limitation, then the modified or different rates, terms, and conditions only will be made available to interested Parties in those locations or subject to those same limitations. Unless otherwise agreed to by the Parties, this paragraph will not be incorporated into any interconnection agreement amendments entered into between ILEC and CLECs pursuant to paragraph 36 below.

35. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document. This Agreement may be executed where indicated below either by an original signature of a duly authorized representative of each Party or by a facsimile of such a signature.
36. ILEC and CLECs acknowledge the need to execute amendments to their interconnection agreements by June 6, 2000, to govern line sharing. The Parties further acknowledge that the rates, terms, and conditions of this Agreement will form the basis for the negotiation of the amendment. This Agreement will terminate upon execution of such amendments and will be replaced by the amendments. ILEC and CLEC further agree that any applicable window for petitioning a state public utility commission for arbitration of an interconnection agreement amendment for line sharing that would expire before June 6, 2000 is extended to June 16, 2000.
37. The Parties will work together to schedule a conference call with the state public utility commissions for each state listed in the Introductory paragraph to this Agreement to explain this Agreement and answer any questions related to the Agreement. The Parties agree to work together to schedule and provide notice of the call in the most efficient and expeditious manner possible. The Parties further agree to respond to any questions or information requests from state public utility commissions in a joint manner and, in so doing, take all reasonable steps to preserve the confidentiality of the Central Office Deployment List.
38. The Parties will work together in good faith to address any problems that may arise in the execution of any part of this Agreement.

Any CLEC that is not a party to this Agreement may opt into this Agreement at any time prior to its expiration. CLECs must notify ILEC of which of the two options for Interim shared line rates outlined in paragraph 25 above it selects at the time it opts into this Agreement or by May 1, 2000, whichever is later.

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**EXHIBIT B
LINE SHARING RATES**

Recurring Rates for Shared Loops

Line Sharing Charge	\$4.89*
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Nonrecurring Rates for Shared Loops

Basic Installation Charge	\$20.00
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Recurring Rates for Common Area Splitter Collocation

Rent and Maintenance Charge	\$3.54
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Nonrecurring Rates for Common Area Splitter Collocation

Engineering Charge	\$1,000.00
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Option 1	\$3,026.90
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Option 2	\$2,876.30
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Option 3	\$856.49
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Option 4	\$1,739.32
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Nonrecurring Rates for Repair and Maintenance

Trouble Isolation Charge	
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Specific Rates

\$ See State

Commission Approved Rate (time and materials if no rate has been set by a Commission.)

* Pursuant to Section 2.1.1.1 of this Amendment, the Line Sharing Charge will be reduced to \$3.89 once Qwest has fully recovered the costs it will incur to upgrade its OSS to support Line Sharing.